

July, 2001

Joyce Hazelton

AMENDMENTS TO THE CLASS III GAMBLING COMPACT
BETWEEN THE STATE OF SOUTH DAKOTA
AND THE CROW CREEK SIOUX TRIBE
MAY 2001

SECRETARY OF STATE

The State of South Dakota and the Crow Creek Sioux Tribe hereby agree to the following amendments to the existing Class III gambling compact between the State and the Tribe:

- 1) In Section 3, Type of Gaming Permitted, delete references to "poker" in Section 3.1 and in Section 3.2. This change is made as a clarification. Under the federal IGRA law, poker is a Class II game and therefore not subject to the compact required between the Tribe and the State for Class III gambling. This change would NOT affect the Tribe's ability to continue to offer poker so long as poker remains legal under State law.
- 2) Replace the current language of Section 8.7 through and including Section 8.10, Number of Gaming Devices with the following language:

Section 8.7. "The number of slot machines permitted to be operated under this Compact shall be limited to 250. There shall be no limits placed on the number of blackjack tables that may be operated.

Section 8.8. It is acknowledged between the parties hereto that the gaming device number limit is based upon limits set by state law pursuant to a formula agreed to by the parties. If the gaming device limits set by state law shall increase, the Tribe may request an increase in the numbers allowed to it and the State and the Tribe shall be required to negotiate in good faith with regard to that request. The parties acknowledge that a request to renegotiate the number of devices under this Section will allow the State to raise any matter which it deems appropriate and which could be raised in a negotiating session under the terms of the federal Indian Gaming Regulatory Act.

Section 8.9. The Tribe shall be entitled to have up to ten (10) gaming devices in reserve as replacements for devices, which are out of service as a result of mechanical problems.

Section 8.10. These additional devices are only to be used in such an event and shall meet the requirements of 8.5 (Technical Standards) of this Compact."

- 3) Replace the current language of Section 5.1 Law Enforcement with the following language:

All criminal matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such criminal jurisdiction as each may enjoy under applicable law.

- 4) Replace the current language of Section 6.1 Civil Jurisdiction with the following language:

All civil matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such civil jurisdiction as each may enjoy under applicable law. Nothing in this provision shall be construed to be a waiver of the sovereign immunity of the Crow Creek Sioux Tribe.

- 5) Create a new section, Section 10.1, Use Of Gaming Proceeds:

The Tribe hereto agrees that none of the funds generated by gaming conducted under this Compact shall be used by the Tribe or its agents to influence the outcome of any local, state, or federal election conducted within the state of South Dakota.

- 6) Revise the amount (currently \$30 per hour) in Attachment A to \$50. This reflects updated costs of the Commission staff's activities.

- 7) Amend Section 11, Duration, to read as follows:

11.1 The terms of this compact shall be in full force and effect through December 1, 2003, or additional periods of two years as set out below. One hundred eighty days prior to December 1, 2003, or, if applicable, one hundred eighty days prior to the expiration of any automatic two-year extension of this Compact, either party may identify any provision of the Compact they believe requires amendment. Such notice shall be in writing and shall be sent by certified mail to the Governor of the State or Chairperson of the Tribe at the appropriate governmental office. If no notice is given by either party at least one hundred eighty days prior to December 1, 2003, or at least one hundred eighty days prior to expiration of and automatic two-year extension of the Compact, the Compact shall automatically be extended for an additional two years.

11.2 Upon receipt of notice of provisions that any party believes require review or amendment as set forth in paragraph 11.1, the parties shall engage in good faith efforts to resolve issues relating to such provisions and to any other provisions of the Compact. The parties shall have until December 1, 2003, or the expiration of any applicable two-year automatic extension of the Compact to negotiate any remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree in writing to extend the negotiating period without prejudice to the rights of either party.

Amendments to the Class III Gambling Compact Between
the State of South Dakota and the Crow Creek Sioux Tribe
May 2001
Page 3

By: Roxanne Sazue
Roxanne Sazue, Chairwoman
Crow Creek Sioux Tribe

Date: 5-29-01

By: William J. Janklow
William J. Janklow, Governor
State of South Dakota

Date: 6-18-01

AMENDMENTS TO THE CLASS III GAMBLING COMPACT
BETWEEN THE STATE OF SOUTH DAKOTA
AND THE CROW CREEK SIOUX TRIBE
MAY 2001

The State of South Dakota and the Crow Creek Sioux Tribe hereby agree to the following amendments to the existing Class III gambling compact between the State and the Tribe:

- 1) In Section 3, Type of Gaming Permitted, delete references to "poker" in Section 3.1 and in Section 3.2. This change is made as a clarification. Under the federal IGRA law, poker is a Class II game and therefore not subject to the compact required between the Tribe and the State for Class III gambling. This change would NOT affect the Tribe's ability to continue to offer poker so long as poker remains legal under State law.
- 2) Replace the current language of Section 8.7 through and including Section 8.10, Number of Gaming Devices with the following language:

Section 8.7. "The number of slot machines permitted to be operated under this Compact shall be limited to 250. There shall be no limits placed on the number of blackjack tables that may be operated.

Section 8.8. It is acknowledged between the parties hereto that the gaming device number limit is based upon limits set by state law pursuant to a formula agreed to by the parties. If the gaming device limits set by state law shall increase, the Tribe may request an increase in the numbers allowed to it and the State and the Tribe shall be required to negotiate in good faith with regard to that request. The parties acknowledge that a request to renegotiate the number of devices under this Section will allow the State to raise any matter which it deems appropriate and which could be raised in a negotiating session under the terms of the federal Indian Gaming Regulatory Act.

Section 8.9. The Tribe shall be entitled to have up to ten (10) gaming devices in reserve as replacements for devices, which are out of service as a result of mechanical problems.

Section 8.10. These additional devices are only to be used in such an event and shall meet the requirements of 8.5 (Technical Standards) of this Compact."

- 3) Replace the current language of Section 5.1 Law Enforcement with the following language:

All criminal matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such criminal jurisdiction as each may enjoy under applicable law.

- 4) Replace the current language of Section 6.1 Civil Jurisdiction with the following language:

All civil matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such civil jurisdiction as each may enjoy under applicable law. Nothing in this provision shall be construed to be a waiver of the sovereign immunity of the Crow Creek Sioux Tribe.

- 5) Create a new section, Section 10.1, Use Of Gaming Proceeds:

The Tribe hereto agrees that none of the funds generated by gaming conducted under this Compact shall be used by the Tribe or its agents to influence the outcome of any local, state, or federal election conducted within the state of South Dakota.

- 6) Revise the amount (currently \$30 per hour) in Attachment A to \$50. This reflects updated costs of the Commission staff's activities.

- 7) Amend Section 11, Duration, to read as follows:

11.1 The terms of this compact shall be in full force and effect through December 1, 2003, or additional periods of two years as set out below. One hundred eighty days prior to December 1, 2003, or, if applicable, one hundred eighty days prior to the expiration of any automatic two-year extension of this Compact, either party may identify any provision of the Compact they believe requires amendment. Such notice shall be in writing and shall be sent by certified mail to the Governor of the State or Chairperson of the Tribe at the appropriate governmental office. If no notice is given by either party at least one hundred eighty days prior to December 1, 2003, or at least one hundred eighty days prior to expiration of and automatic two-year extension of the Compact, the Compact shall automatically be extended for an additional two years.

11.2 Upon receipt of notice of provisions that any party believes require review or amendment as set forth in paragraph 11.1, the parties shall engage in good faith efforts to resolve issues relating to such provisions and to any other provisions of the Compact. The parties shall have until December 1, 2003, or the expiration of any applicable two-year automatic extension of the Compact to negotiate any remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree in writing to extend the negotiating period without prejudice to the rights of either party.

Amendments to the Class III Gambling Compact Between
the State of South Dakota and the Crow Creek Sioux Tribe
May 2001
Page 3

By: Roxanne Sazue
Roxanne Sazue, Chairwoman
Crow Creek Sioux Tribe

Date: 5-29-01

By: William J. Janklow
William J. Janklow, Governor
State of South Dakota

Date: 6-18-01

By: Neal A. McCaleb
Neal A. McCaleb
Assistant Secretary - Indian Affairs
Department of the Interior

Date: AUG 17 2001

